Cherokee CSD Cherokee EA 7/1/2006 6/30/2007

This agreement is entered into this <u>22nd day of March</u>, <u>2006</u>, by and between the Board of Directors of the Cherokee Community School District and the Cherokee Education Association.

The Board of Directors of the Cherokee Community School District, hereinafter referred to as the "Board", recognizes the Cherokee Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative. The unit and its members, who are hereinafter referred to as "employees" are described as:

INCLUDED: All full-time and regular part-time professional employees and personnel including: classroom teachers, guidance counselors, librarians, school nurse, learning disabilities, reading, remedial reading-Title I, special education and vocational homemaking.

EXCLUDED: Superintendent, assistant superintendent, principal, assistant principals and all others excluded by Section 4 of the Act.

Article One

Grievance Procedure

A. A grievance shall mean only a complaint that there has been an alleged violation of any of the specific provisions of this agreement.

B. (1) Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures, and be accompanied at any step by persons listed in the included paragraph above who are members of the Cherokee Education Association.

(2) The failure of an employee (or, in the event of an appeal to arbitration, the Association) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

D. It is agreed that any investigation or other handling or processing of any grievance shall be conducted so as to result in no interference with or interruption of the instructional program and related work activities of the grieving employee or of the teaching staff. Any variation of this paragraph shall be only upon mutual agreement of both parties.

E. Grievances may be signed by more than one member of the Association but time limits on filing a grievance that has multiple parties involved apply to each person filing the grievance as if that person was the only grieving party.

C. (1) First Step

An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his or her principal.

(2) Second Step

If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the contract, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten school days from the date the event giving rise to the grievance should reasonably have been ascertained. The principal shall make a decision on the grievance and communicate it in writing to the employee and the superintendent within ten school days after receipt of the grievance.

(3) Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee or the Cherokee Education Association shall file, within five school days of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within ten school days after such written grievance is filed, the aggrieved and the superintendent or his designee shall meet to resolve the grievance. The superintendent, or his designee in the event of the superintendent's absence, shall file an answer within ten school days of the third-step grievance meeting and communicate it in writing to the employee and the principal. In the event the second step filing was with the superintendent in his capacity as acting principal, the third step shall be waived and the fourth step of the grievance procedure shall become the third step.

(4) Fourth Step

If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The Board and the Association may secure any counsel that may be desired at this fourth step. The Association may submit, in writing, a request on behalf of the Association and the grieving employee to the superintendent within thirty days from receipt of the Step 3 answer to enter into such arbitration. The

arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven days, the P.E.R.B. will be requested to provide a panel of five arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The right of first strike shall be determined by lot. The remaining name shall be the arbitrator. The decision of the arbitrator shall be binding on the parties.

Expenses for the arbitrator's services shall be borne equally by the school district and the Association.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the school district and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.

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Article Two

Leaves

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A. Sick Leave

Sick leave will be granted to employees for personal illness or injury, including foreseeable illness, surgeries or other hospitalizations, according to the following schedule:

1st year of employment 10 days 2nd year of employment 11 days 3rd year of employment 12 days 4th year of employment 13 days 5th year of employment 14 days 6th and subsequent years 15 days

These days are in addition to any unused accumulation of sick leave days carried forward from prior years. If there should be unused sick leave days in any one year, they shall be accumulated from year to year to a maximum of one hundred thirty (130) days.

Individual accumulations of sick leave shall be reported by September 25.

Following each absence from work the employee shall complete a report on a form to be provided, stating the reason or reasons for the sick leave request. Employer reserves the right to request the employee to submit medical evidence that the sick leave was necessary, which evidence may be requested from a doctor mutually selected by the employer and the employee, the cost of which examination will be borne by the employer

In the event an employee determines that the employee will need to be absent for medical reasons, the employee shall notify the superintendent of the expected leave dates and keep the administration advised of the employee's condition and advise the administration of the earliest date that the employee's doctor feels in his/her reasonable medical opinion the employee could safely return to work. The leave under this article shall terminate upon that date. If the administration desires, they may request another physical, which would be conducted by a doctor mutually agreed upon by the employer and employee, and the cost of such physical will be paid by the employer.

B. Funeral Leave

Employees shall be granted a leave of absence, without loss of salary, not to exceed five days per incident, for death in the immediate family. Any of the following are considered as members of the immediate family: spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild, and grandparent. The superintendent may grant at his discretion up to two days in the event of the death of a friend or relative outside the employee's immediate family as defined above. Absence due to funerals for other than the aforementioned relatives must be approved by the Superintendent of Schools prior to taking such leave. Funeral leave is non-accumulative per year or per incident.

C. Professional Leave

Absence, with or without pay, may be authorized by the superintendent to permit certified employees to attend local, district state or national meetings or conferences of a professional nature. Authorization for such absences can only be obtained by written request to the superintendent prior to attendance at such meetings. Approval for attendance at meetings or conferences shall be based on their ability to provide meaningful contributions to the improvement of the educational program, which decision shall be made at the discretion of the superintendent. If this leave is to be without pay, notice of that fact shall be given to the employee before the leave is taken.

D. Association Leave

Up to a total of six (6) days leave shall be available, without loss of salary, for representatives of the Association to attend conferences, conventions, or other activities of the local, state, and national affiliated organizations with the provision that the Board shall pay for the cost of substitute employee acquired for those days of temporary leave. This leave shall be reported to the superintendent five (5) days in advance of the first leave day. Two additional association leave days may be granted with the Association paying the cost of the substitute. Two additional association leave days may be granted with the Association paying the per diem of the employee. {Note, this is in addition to the 8 already listed}

225 E. Personal Leave 226 227 Each employee may have two (2) days of personal leave during each school year 228 with pay which shall be subject to the following: 229 230 1. The employee must apply, on a form to be provided, five (5) days in 231 advance of the day(s) requested for personal leave, except in the case of 232 an emergency: 233 234 a. Days of personal leave must be taken in no less than one-half 235 day segments. 236 237 b. Not more than three (3) employees from any one division of 238 the school district (Elementary School, Middle School, High 239 School) may take personal leave at any one particular time. 240 The maximum number of employees that may use personal 241 leave on any given day is nine (9). In the month of May not 242 more 243 than two (2) employees from any one division of the school 244 district may use personal leave at any one time. The maximum 245 number of employees that may use personal leave on any given 246 day in May is six (6). 247 248 The determining factor in granting personal leave will be the 249 order of receiving the leave request by the employee's building 250 principal. 251 252 253 2. Employees may not use personal leave on any school district-wide 254 parent-teacher conference days. 255 256 The following days are restricted days for personal leave. Personal leave on these restricted days may be used to accompany an 257 258 employee's child to or from college, to attend an employee's child's 259 graduation, or to attend an employee's child's performance in a 260 state sanctioned co-curricular activity: 261 262 a. The first six (6) contract days: 263 b. The last six (6) contract days; 264 c. Any day just preceding or just following school vacation 265 and/or recess days: 266 d. Any full-day, school district-wide in-service or workday. 267 268 3. Employee requests to leave their station of employ to tend to

personal business during non-pupil contact time of the contract day

shall be made with their building principal or his/her designee. (Employees may leave their station of employ during their non-pupil contact lunch time by notifying their building's office.)

4. The district will pay to each full-time employee \$70 per day for any unused personal leave days, or portions thereof, during the contract year. This amount will be payable with the June paycheck. Part-time employees shall receive an amount proportionate to their full-time equivalency. The costs of this payment shall be factored into the contract package cost, using the previous year's experience.

F. Emergency Leave

 Each employee shall be provided four days without loss of pay for immediate family illness. Immediate family shall be defined as: spouse, children, parent(s), brothers, sisters, father-in-law, mother-in-law, daughter-in-law, and son-in-law. Each employee may be granted up to three days additional leave for family illness with the employee reimbursing the district for the cost of the substitute. The superintendent may grant, at the superintendent's discretion, emergency leave for family members outside of the immediate family, with the cost of the substitute deducted.

G. Jury and Legal Leave

Any employee called for jury duty during school hours or who is required by subpoena to appear in any judicial or administrative proceeding other than a proceeding under the Public Employees Relations Act or arbitration under this contract shall be granted leave. In order that no employee shall suffer financial loss because of such leave, the difference between the normal salary and the compensation received for attendance during said leave shall be paid by the district. Personal business that requires a court appearance would be covered under Section E. of Article Two.

H. Weather Emergency

In the event that an employee is absent from school because of a weather related emergency only the cost of the substitute will be deducted.

315 316 317 318 319 320 321 **Article Three** 322 323 Hours, Vacation, Holidays and In-Service 324 325 Employees shall be contracted for a school year on the basis of 190 days, 180 of 326 which shall be teaching days and the balance shall be teaching, in-service, 327 parent-teacher conference, preparation days and holidays as designated in the 328 school calendar. There will be 187 report to work days in the contract including 329 parent teacher conferences. 330 331 Any additional report to work days such as mandated by HF816 shall be paid on 332 a per diem bases. Should the legislature fail to fully fund said days the 333 Association and Board will meet to agree how said days will be paid. 334 335 The employees' work day shall be from 8:00 a.m. to 3:40 p.m., or thirty minutes 336 after dismissal time, whichever first occurs, except on Fridays and days prior to 337 holidays or vacations when work days shall be from 8:00 a.m. to five (5) minutes 338 after dismissal time as designated by the superintendent or his designee. If 339 Friday or the day prior to a holiday or vacation day is used for professional 340 development, the work day for professional staff may be extended to 3:30 p.m. 341 Travel time between buildings is not lunchtime. The administration will 342 maintain a reasonable lunch period. 343 344 In addition it shall be understood and agreed that the employees shall attend 345 meetings called by the administrators for the conduct of building affairs and for 346 curriculum work and for any other pertinent meetings as may be essential and 347 necessary for carrying out the purpose of the district. The number of such 348 meetings shall be of reasonable quantity in order to accomplish the purpose of 349 The meetings may be called before or after school, at the 350 discretion of the administration, but shall not be prior to 7:30 a.m. nor extend 351 after 4:30 p.m. 352 353 Article Four 354 355 Transfer Procedures 356 357 Transfer shall be defined as a change in subject matter area of teaching 358 through either voluntary or involuntary means. A voluntary transfer is a

transfer requested by the employee. An involuntary transfer is a transfer not requested by the employee.

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- B. Employees shall be notified of vacancies within a reasonable time after they occur. Vacancies created by the establishment of new bargaining unit position(s) shall be posted and filled using procedure outlined for transfer.
- 368 C. Employees who desire a change in grade and/or subject matter area 369 assignment or who desire to transfer to another building shall file a written 370 statement of such desire with the superintendent. Such statement shall 371 include the grade(s) and/or subject matter area(s) to which the employee 372 desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference. Such written requests for 373 374 transfer or reassignment for the ensuing school year shall be submitted 375 within five school days after notification or April 1, whichever date occurs 376 first.
- D. No position shall be filled by means of involuntary transfer or reassignment if it is determined by the administration that there is an acceptable and qualified volunteer available to fill said position.
- 382 E. Notice of involuntary transfer or reassignment shall be given in writing to employees as soon as practical and in no case later than May 1, except in cases of emergency.
- 386 F. An involuntary transfer shall be made only after a meeting between the superintendent, the employee and the Association representative (if requested by the employee), at which time the employee shall be given the reason therefor.
- 391 G. In arriving at the transfer decision the administration shall consider job performance, licensure/qualifications and seniority as defined in the staff reduction article. Decisions on voluntary and involuntary transfers shall be delivered to the employee in writing explaining why the transfer has or has not occurred.
- H. Staff teaching assignments for the next school year shall be delivered to the staff by May 30, which assignments shall then only be subject to change in case of emergency or change in personnel or program.

Article Five

Evaluation Procedures

- A. Employees new to the District shall be placed into the evaluation cycle as to conform to current law regarding new employees' evaluation. The first observation shall be with prior notice of one (1) day. Said observation shall be done by the employee's principal or superintendent.
- All employees shall be formally evaluated at least once every three years by the employee's principal or by the superintendent. After the classroom evaluation the employee and evaluator shall meet in a personal conference to discuss the evaluation. This conference shall take place within five working days at a time both the employee and evaluator are available unless mutually agreed upon to extend the time period. Any formal written evaluation shall be submitted to the employee for the employee's signature prior to including the evaluation in the permanent records of the employee. The employee's signature shall not indicate agreement with the evaluation, but merely receipt of a copy thereof. In addition the employee shall have the right to add a written response to the evaluation, which shall be kept in the employee's permanent file. The employee shall be given a copy of both the written evaluation and the written response within five working days after each copy is signed by both parties. The process shall include an Individual Career Development Plan. Performance Review and an
- C. Nothing contained herein shall limit the number nor method of evaluation and it is understood that evaluations other than formal evaluations shall take place just by the nature of observations during the course of the year.

Intensive Assistance component as required by law.

- D. A copy of the evaluation instrument will be contained in the Personnel Handbook which is distributed at the beginning of the year to all certified personnel.
- E. The evaluation instrument will be contained in the master contract. If an employee is dissatisfied with the results of a formative or summative evaluation, the employee may, within ten days of receiving the results, request a 2nd evaluation by the superintendent.

446		Article Six		
447 448		Staff Reduction Procedures		
449 450 451 452 453	A. When, in the judgment of the Board decline in enrollment, reduction program or any other reason requires a reduction in staff, tadministration shall attempt to accomplish same by attrition.			
454 455 456 457 458 459 460 461	В.	In the event that necessary staff reduction cannot be accomplished by attrition, layoffs will made within the following divisions: classroom teachers K-8 as one division; curricular areas on 5-12, e.g. social studies, mathematics, science, foreign language, shall each be a separate division. In the following areas the comparison shall be K-12 with a separate division for music, art, physical education, counseling, health, computer, and specially funded. For employees currently assigned to the division being reduced, the administration shall review job performance, licensure/qualifications, and seniority, as defined below:		
463 464 465 466		(i) Job Performance: As determined by past and present evaluations and observations.		
467 468 469 470 471		(ii) Licensure/Qualifications: The following shall be considered: the need to maintain all of the programs of the Cherokee Community School District, including co-curricular, state approved endorsements and approvals, and education preparation.		
472 473 474		(iii) Seniority: Seniority means an employee's length of full-time service with the Cherokee Community School District. A part-time employee shall accrue seniority on a pro-rata basis.		
475 476 477 478 479	If licensure/qualifications and job performance are equal, the reduction will be determined by seniority. If all criteria are equal, the reduction will be determined by lot.			
480 481		Article Seven		
482 483		Health and Safety Provisions		
484		Heatth and Balety I Tovisions		
485 486	Phy	sical Fitness - New Employees		
487 488 489 490	duti limi	new employees are required to provide evidence of physical fitness to perform es assigned and freedom from communicable disease. Such evidence shall be ted to a statement from a licensed physician of the employee's choice prior to mencing work attesting to the employee's physical fitness. The cost of such		

examination shall rest with the employer up to a maximum of Thirty-five Dollars (\$35.00) in excess of any amount covered by insurance. The Board may require a subsequent examination when, in its judgment, such an examination is relevant to an employee's performance or status. The examining physician shall be selected by the employee and the Board shall pay the cost of such examination up to a maximum of Thirty-five Dollars (\$35.00) in excess of any amount covered by insurance.

Article Eight

Wages and Salaries

A. Schedule

 1. The salary of each employee covered by the regular salary schedule is set forth in Schedule A, which is attached hereto and made a part hereof.

 B. Placement on the Salary Schedule

1. Step placement upon initial employment in the School District shall be at the discretion of the administration, but shall not be higher than the actual earned experience of the person hired.

C. Advancement on the Salary Schedule

1. Employees on the regular salary schedule shall be granted one vertical step on the salary schedule for each year of successful service until the maximum for their column is reached. A year of service consists of employment in the District for ninety (90) or more days in one school year.

2. Employees on the regular salary schedule shall be granted column advancement to the appropriate salary schedule position upon the successful completion of graduate work. Employees granted column advancement and who were at the end of a salary column the previous year shall be advanced one vertical step on the salary schedule if such step is available. In order to qualify for column advancement, semester hours of graduate credit must be achieved from a graduate degree-granting institution. For column advancement on the salary schedule, a transcript of credits must be presented to the superintendent not later than the 1st day of October of the school year in which the advance is to become effective.

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D. Payment of Salaries 540

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Payment shall be made in monthly installments on or before the 20th day of each calendar month. If, during the school year, the 20th of the month should fall on Saturday. Sunday, or a school vacation day. payment shall be made on the last employee work day preceding the 20th.

Article Nine

Insurance

The District shall pay the full cost of the employees' premium for the District's base medical insurance plan, which is a \$500/\$1000 deductible PPO plan. The District will pay a proportionate cost of the medical insurance premium for parttime employees equal to their full-time equivalency. Employees must be at least half-time to qualify for insurance. Health insurance coverage is UCR (Usual, Customary and Reasonable). The premium for \$15,000 term life insurance and for long term disability insurance (60% of the total gross salary) for employees shall be paid in full by the Board. The district will pay the life insurance premium of spouses (\$3,000) and children (\$1,500).

Article Ten

Supplemental Pay

- Employee participation in certain extra-curricular activities shall be Α. compensated according to the rate of pay in Schedule B, which is attached hereto and made a part hereof. These duties shall require additional work beyond the base time of 8:00 a.m. to 3:40 p.m. or thirty minutes after dismissal time, whichever first occurs.
- В. Employees chosen to be chairpersons of their respective curriculum committees shall be remunerated \$450 annually from the District.
- C. Teachers employed in the areas of special education who were so hired before the 1996-97 school year shall be remunerated at the rate of \$825 in addition to their Schedule A salary position. Beginning with the 1996-97

school year, teachers hired in the areas of special education shall be remunerated at their Schedule A salary position.

Teachers serving daily multiple building assignments shall be remunerated

- D. Teachers serving daily multiple building assignments shall be remunerated for such assignments at a rate of one hundred forty dollars (\$140) multiplied by the number of days they travel each regular work week. If the teacher's multiple building assignment requires traveling more than once a day, then the rate shall be one hundred seventy dollars (\$170) multiplied by the number of days traveled in a regular work week.
- Each employee can be assigned a maximum of five activity duties. Employees shall be compensated at a rate of ten dollars (\$10) per hour to a maximum of thirty-five dollars (\$35) per event for all such duties, except that the first six (6) hours (or two events, whichever is less) worked each year will be unpaid.

The District will pay these activity duty assignments in the December and June payrolls. Payment requests not filed with the Board Secretary by December 10 will be paid in the June payroll, provided payment requests are filed with the Board Secretary by the end of the last regular contracted teacher workday of that school year. No requests for payment for activities worked will be honored after that day.

Every effort will be made by the employer to ensure uniformity and reasonableness in these activity duty assignments. Employees who are unable to fulfill their assigned duties shall find their own replacement and notify the Activities Director of the change; or the employee shall contact the Activities Director to work out a solution.

The employer will provide two activity passes to each employee as an incentive to attend and support student activities.

- F. It is understood and agreed that in addition to teaching duties and supplemental pay duties, the employees shall perform some additional duties that shall not involve additional compensation.
- G. Teachers completing National Certification shall be paid \$300 per year.

Article Eleven

Dues Deduction

626 A. Authorization

Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing payroll deduction of professional dues.

B. Regular Deduction

Pursuant to a deduction authorization, the Board shall deduct one-tenth of total dues from the regular salary check of the employee each month for ten months, beginning in September and ending in June of each year.

C. Duration

Said authorization shall continue throughout the year so long as the employee is employed by the district in the same capacity unless the Board receives notice of revocation of the authorization, which shall be by thirty day notice.

D. It is the responsibility of the Association to inform members of the dues deduction system and to provide the necessary authorization cards.

E. It is further agreed that the word "dues" as used above does not involve initiation fees, special assessments, back dues, or fines.

F. The Association agrees to indemnify and hold harmless the school district from any claims or causes of action that are based upon unfair representation or improper application or use of dues money by the Association.

Article Twelve

A. The distribution of SF 476 will be separate from and in addition to the bargained salaries, Phase I and Phase II for 2005-06.

1. Minimum salaries for the first-year beginning teachers, second year beginning teachers and Career I teachers will be according to the salary provisions of the law.

2. After minimum salaries are established for all beginning and Career I teachers, all certified staff shall share equally in the distribution of remaining funds, or as otherwise agreed.

671		fessional Mentoring Program				
672	<u>Definitions:</u>					
673		New Professional Mentoring Program: Cherokee Community School District's				
674	Program of support and assistance for New Professionals.					
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676		sionals: Any licensed employee in the employee's first or second year				
677	of teaching. All New Professionals must participate in the New Professional					
678	Mentoring Program.					
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680	Instructional Mentor: A Teacher, who has been assigned to provide assistance to					
681 682	a New Profe	essional in the district's New Professional Mentoring Program.				
683	1. Wages	s·				
684	a.	Instructional Mentor				
685	a.	Each Instructional Mentor shall be compensated by at least the				
686		amount established by law.				
687		amount established by law.				
688		An Instructional Mentor shall mentor no more than one New				
689		Professional each semester.				
690		1 Tolessional each semester.				
691	b.	New Professionals				
692	D.	Training and required mentoring meetings outside of the regular				
693		workday and/or contract day shall be paid at \$50 per day.				
694		workday and/or contract day shan be paid at \$50 per day.				
695						
696	2. Evalu	ation				
697		An appropriate degree of professional confidentiality shall be				
698	a.	maintained in regard to assistance and interaction between the				
699		Instructional Mentor and the New Professional. If the Instructional				
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700 701	— may be	Mentor violates the confidentiality agreement, that mentor				
701 702	may be	removed from the program.				
702 703	b.	Mentoring assistance and induction plan activities shall be used in				
704	υ.	evaluating a New Professional.				
70 4 705		evaluating a New Floiessional.				
706	C	An Instructional Mentor shall not be required to participate in any				
707	c. An Instructional Mentor shall not be required to participate in any informal or formal evaluation of a New Professional, nor be requested or directed					
708	to make recommendations supporting or denying continued district employment					
709	or recommendations for continuation or renewal for licensure of a New					
710	Professional.					
711	<u>1 1016551011a</u>	<u>.</u>				
712	3 Profes	ssional Leave				
713	Each Instructional Mentor and each New Professional shall be provided					
714	paid	professional leave for the purpose of completing mentoring				
715	activities.	processional leave for the purpose of completing mentoring				
. 10	acurines.					

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717	4. Process for dissolving me	entorship partnerships				
718	If an Instructional Mentor/New Professional team experiences difficulty or					
719	the professional relati	ionship is not compatible, either the Mentor or				
720	New <u>Professiona</u>	al may request that a new Mentor be assigned.				
721	The administration	shall then make a good faith effort to assign a				
722	new Mentor as soon as	possible.				
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737		<u>Duration</u>				
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739		ement between the Cherokee Community School				
740		lucation Association becomes effective on July 1,				
741	2004, for a one-year period.					
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743	In witness thereof:					
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745	For the Cherokee Education	For the Board of Education of				
746	Association	the Cherokee Community School				
747	District					
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7 4 9 750	President	President				
750	Fresident	Fresident				
751	Date:	Date:				
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754	Secretary	Chief Negotiator				
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759 Date:_____